

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Hamilton Place Strategies, LLC

2. Registration No.
6526

3. Name of Foreign Principal
Embassy of Australia

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Hamilton Place Strategies will provide support to the Australian Embassy as it hosts an event this year's National Governor's Association meeting in Washington, DC. Duties include but are not limited to: message development, content creation, earned media, digital media strategy, on-site event support, media monitoring, and paid media promotion.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See description in Line 8 above.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
March 12, 2018	Stuart Siciliano, Partner	

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



Commonwealth of Australia

CONTRACT TITLE: MEDIA MONITORING SERVICES**AGREEMENT NUMBER: 004/2018****DETAILS SCHEDULE****PARTIES**

COMMONWEALTH OF AUSTRALIA represented by the Department of Foreign Affairs
ABN 47 065 634 525 (Commonwealth)

Commonwealth Representative:	<i>Kathryn Ridderhof</i> <i>Public Diplomacy Branch</i>	
Notice Details:	Address:	<i>Embassy of Australia</i> <i>1601 Massachusetts Ave NW</i> <i>Washington D.C. 20036</i>
	Phone:	<i>(202) 797 3383</i>
	Email:	<i>Kathryn.ridderhof@dfat.gov.au</i>

HAMILTON PLACE STRATEGIES (CONTRACTOR)

Contractor Representative:	<i>Stuart Siciliano</i>	
Notice Details:	Address:	<i>805 15th Street NW, Suite 200, Washington, DC 20005</i>
	Phone:	<i>202-822-1205</i>
	Email:	<i>ssiciliano@hamiltonps.com</i>

INFORMATION TABLE

Item	Information		
Item 1	Services:	<i>In accordance with Attachment A: Statement of Work</i>	
Item 2 (clause 1.1)	Term:	Effective Date:	<i>9 March 2018</i>
		Commencement Date:	<i>12 March 2018</i>
		Expiry Date:	<i>11 June 2018 – with an option to extend by an addendum to this contract.</i>
Item 3 (clause 4.1a)	Service Requirements:	<i>In accordance with Attachment A: Statement of Work</i>	
Item 4	Location of Services:	<i>Washington D.C.</i>	

Item	Information
(clause 4.1a)	
Item 5 (clause 4.1a)	Timing for Delivery of Services: In accordance with Attachment A: Statement of Work
Item 6 (clause 4.1b)	Personnel to be used in the Provision of the Services:
Item 7 (clause 8.1)	Contract Price: US\$5,000 per calendar month
Item 8 (clause 12.1)	Out of Pocket Expenses: Not Applicable
Item 9 (clause 19.1)	Contractor Insurance Requirements:
	Public liability insurance <input type="checkbox"/> Yes Refer to Attachment B
	Products liability insurance <input type="checkbox"/> Yes Refer to Attachment B
	Professional indemnity insurance <input type="checkbox"/> Yes Refer to Attachment B
Item 10 (clause 32.1)	Governing Law: Australian Capital Territory, Australia
Item 11	Special Conditions <input type="checkbox"/> No

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General Conditions of Contract (V2.3)

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1. TERM

- 1.1 The Contract takes effect on the Effective Date. The Services commence on the Commencement Date and unless terminated earlier in accordance with the Contract or otherwise, end on the Expiry Date or completion of the Services if no Expiry Date is specified.

2. SERVICES

- 2.1 The Contractor agrees to provide the Services to the Commonwealth and the Commonwealth agrees to purchase the Services in accordance with the terms of the Contract.

3. CONTRACT DOCUMENTS

- 3.1 The Contract between the Commonwealth and the Contractor comprises the General Conditions of Contract (including the Details Schedule), the Special Conditions and any Attachments.
- 3.2 If there is any ambiguity or inconsistency between the documents comprising the Contract, the Special Conditions will have precedence to the extent of the ambiguity or inconsistency

4. PROVISION OF SERVICES

- 4.1 The Contractor shall provide the Services to the Commonwealth:
- a. for the period, at the times and locations (as applicable), and in accordance with any requirements for the provision of the Services as specified in the Details Schedule;
 - b. using the personnel identified in the Details Schedule (if any) or otherwise using appropriately qualified, skilled and experienced personnel;
 - c. ensure that the Services are provided to a standard of quality not less than industry best practice for services of the same type as those Services and, without limiting clause 4.1a, in a timely manner;
 - d. to the satisfaction of the Commonwealth Representative; and
 - e. in accordance with any other requirements specified in the Contract.
- 4.2 The Contractor shall promptly notify the Commonwealth if the Contractor or any of its officers, employees, agents or subcontractors becomes aware that the Contractor will be unable to provide all or part of the Services in accordance with the requirements of this clause 4.

5. REPLACEMENT SERVICES

- 5.1 If the Contractor fails to provide the Services in accordance with the Contract, the Contractor shall, at its cost, provide replacement Services or take any other action to rectify any aspect of the Services which do not comply with the Contract, as directed by the Commonwealth.

6. NATURE OF ENGAGEMENT

- 6.1 The Commonwealth engages the Contractor to provide the Services as an independent contractor and not as the Commonwealth's agent or employee. The Contractor has no authority to bind the Commonwealth or act on the Commonwealth's behalf at any time. The Contractor is not entitled to any benefit from the Commonwealth usually attributable to an employee.

7. REMOVAL OF CONTRACTOR'S PERSONNEL

- 7.1 The Commonwealth, acting reasonably, may give notice requiring the Contractor to remove any personnel from work in respect of the Services. The Contractor shall promptly arrange for their replacement with personnel of appropriate qualifications, skills and experience acceptable to the Commonwealth at no additional cost to the Commonwealth.

8. PAYMENT

- 8.1 Subject to clause 10, the Details Schedule, and any Special Conditions, the Commonwealth shall pay:
- a. the Contract Price to the Contractor within 30 days after receipt of a correctly rendered invoice; or
 - b. if the Details Schedule provides for the payment of the Contract Price by way of:
 - (i) instalments, the amount of the relevant instalment to the Contractor within 30 days after receipt of a correctly rendered invoice; or
 - (ii) milestone payments, the amount of the relevant milestone payment to the Contractor within 30 days after receipt of a correctly rendered invoice; and
 - c. if the Details Schedule provides for the reimbursement of Out of Pocket Expenses, the amount of those Out of Pocket Expenses which have been incurred by the Contractor in accordance with the Contract, within 30 days after receipt of a correctly rendered invoice.
- 8.2 If the Commonwealth fails to pay a correctly rendered invoice within 30 days after the date of receipt and the Contract Price is valued up to and including A\$1 million, the Commonwealth shall pay interest on the unpaid amount at the General Interest Charge Rate calculated in respect of each day that the payment was late.
- 8.3 The Commonwealth shall pay interest whether or not the Contractor has submitted a separate invoice for the interest amount. Interest shall only be payable in accordance with this clause 8 if the interest amount exceeds A\$100.

9. INVOICE

- 9.1 An invoice is correctly rendered under clause 8 if:
- a. the amount claimed for payment is calculated in accordance with the Contract and the Details Schedule provides that the amount is due for payment;
 - b. the Services meet the requirements of the Contract; and
 - c. the invoice:
 - (i) is set out in a manner that enables the Commonwealth to ascertain the Services to which the invoice relates and that part of the Contract Price payable in respect of those Services;
 - (ii) if the Details Schedule provides for the reimbursement of Out of Pocket Expenses, the invoice separately itemises all expenses for which reimbursement is being sought. Copies of invoices substantiating the Out of Pocket Expenses shall be attached to the invoice;
 - (iii) contains the Contract number, the name and phone number of the Contractor Representative and is addressed as specified in the Details Schedule; and
 - (iv) is a valid tax invoice in accordance with the GST Act.
- 9.2 The Contractor shall promptly provide to the Commonwealth such supporting documentation and other evidence reasonably required by the Commonwealth to substantiate performance of the Contract by the Contractor or payment of the Contract Price by the Commonwealth.

10. DEDUCTION FROM PAYMENT

- 10.1 The Commonwealth may deduct from any payment of the whole or part of the Contract Price any taxes, charges, insurance premiums or levies imposed by law upon the Commonwealth which are ordinarily required to be paid by the Contractor as a result of the Contractor providing the Services. In doing so, the Contractor will be the entity that is taken to be complying with legislative requirements and the Commonwealth will not be seen to be treating the Contractor or

any of its officers, employees, agents and subcontractors as anything other than an independent contractor.

11. PRICE BASIS

11.1 The Contract Price is inclusive of:

- a. GST and all taxes, duties and government charges imposed or levied in Australia or overseas;
- b. remuneration to the Contractor's officers, employees, agents and subcontractors, including salaries, wages, fees, superannuation, annual leave, sick leave, long service leave and all other benefits to which any of them may be entitled under any contract with the Contractor or under any award, statute or at common law;
- c. costs in respect of procuring and maintaining the insurances required under clause 19; and
- d. costs of compliance with all other statutory, award or other legal or contractual requirements with respect to the Contractor's officers, employees, agents and subcontractors.

12. OUT OF POCKET EXPENSES

12.1 Except as provided for in the Details Schedule, the Contractor shall perform its obligations under the Contract at its own cost and neither the Contractor nor any of its officers, employees, agents and subcontractors will be entitled to be reimbursed for any Out of Pocket Expenses incurred in providing the Services.

13. WARRANTY

13.1 The Contractor warrants that:

- a. the Services will be fit for the purpose or purposes for which services of that kind could be reasonably expected to be applied by the Commonwealth; and
- b. the Services will be provided by appropriately qualified, skilled and experienced personnel.

14. USE OF COMMONWEALTH ITEMS

14.1 The Contractor shall not, and shall ensure that its officers, employees, agents and subcontractors do not, use any Commonwealth Items for any purpose other than:

- a. a purpose for which that Commonwealth Item was designed, manufactured or constructed; and
- b. for the provision of the Services.

14.2 The Contractor shall protect all Commonwealth Items from loss or damage, maintain the Commonwealth Items in good order and promptly return the Commonwealth Items to the Commonwealth upon request by the Commonwealth, when they are no longer required to provide the Services or otherwise upon termination of the Contract.

14.3 The Contractor acknowledges that it may be provided with the ability to access Commonwealth-held information in connection with its performance of the Services, including through access to Commonwealth information technology systems. Without limiting the Contractor's other obligations under this Contract or otherwise at law, the Contractor shall not seek to access or use Commonwealth-held information except to the extent strictly required for the provision of the Services.

15. INTELLECTUAL PROPERTY

- 15.1 Subject to clause 15.2, title in, and ownership of all Intellectual Property associated with any deliverable or material developed by the Contractor in connection with this Contract ('Foreground IP') vests on its creation in the Commonwealth. The Contractor agrees to execute all documents and do all acts and things required by the Commonwealth to give effect to this clause.
- 15.2 The Commonwealth acknowledges that the vesting of ownership in the Commonwealth of all Foreground IP does not apply to Intellectual Property in any pre-existing material (including software, documentation or data) which is incorporated or embedded in that deliverable or material ('Background IP'). In such circumstances, the Contractor grants to the Commonwealth (or shall ensure the grant of) a royalty free, irrevocable, non-exclusive, perpetual, world wide licence (including the right to sub licence) of the Background IP to use, copy, adapt, expand, develop, publish or otherwise change, the pre-existing material.
- 15.3 As permitted by law, the Contractor unconditionally and irrevocably:
- a. consents, and will obtain all other necessary unconditional and irrevocable consents, to any act or omission that would otherwise infringe any moral rights in any work that is included in a deliverable or material comprised in the Services; whether occurring before or after a consent is given; and
 - b. waives, and will obtain all other necessary unconditional and irrevocable written waivers of, moral rights,
- for the benefit of the Commonwealth, its licensees and anyone authorised by any of them.
- 15.4 The Contractor warrants the provision of the Services (and the Commonwealth's use of any deliverable or material developed or supplied under the Contract) will not infringe the Intellectual Property or moral rights of any person.

16. TERMINATION

- 16.1 The Commonwealth may terminate the Contract if the Contractor:
- a. does not provide, or notifies the Commonwealth that it will be unable to provide, all of the Services for the period, at the times and locations (as applicable), and in accordance with any requirements for the provision of the Services as specified in the Details Schedule;
 - b. does not provide replacement personnel acceptable to the Commonwealth in accordance with clause 7;
 - c. breaches the Contract and the breach is not capable of remedy;
 - d. does not remedy a breach of the Contract which is capable of remedy within the period specified by the Commonwealth in a notice of default issued by the Commonwealth to the Contractor requiring the Contractor to remedy the breach;
 - e. becomes bankrupt or insolvent; or
 - f. breaches any of its obligations under clause 18.

17. TERMINATION FOR CONVENIENCE

- 17.1 In addition to any other rights it has under the Contract, the Commonwealth may at any time terminate the Contract by notifying the Contractor in writing. If the Commonwealth issues such a notice, the Contractor shall stop work in accordance with the notice, comply with any directions given by the Commonwealth and mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination, including those arising from affected subcontracts.
- 17.2 The Commonwealth will only be liable for payments to the Contractor for Services provided to the Commonwealth before the effective date of termination and any reasonable costs incurred

by the Contractor that are directly attributable to the termination, if the Contractor substantiates these amounts to the satisfaction of the Commonwealth.

17.3 The Contractor will not be entitled to profit anticipated on any part of the Contract terminated.

18. SECURITY AND SAFETY

18.1 If the Commonwealth provides the Contractor with access to any Commonwealth place, area or facility, the Contractor shall comply with any security and safety requirements notified to the Contractor by the Commonwealth or of which the Contractor is aware and ensure that its officers, employees, agents and subcontractors are aware of and comply with such security and safety requirements.

18.2 The Contractor shall

- a. comply with, and shall ensure that all subcontractors comply with, the WHS Legislation or any local applicable occupational safety legislation when performing work under the Contract; and
- b. where applicable, comply with, and shall ensure that all subcontractors comply with, the obligation under the WHS Legislation to, so far as is reasonably practicable, consult, co-operate and co-ordinate activities with the Commonwealth, the Contractor or the subcontractors (as the case may be) and any other person who, concurrently with the Commonwealth, the Contractor or the subcontractor (as the case may be), has a work health and safety duty under the WHS Legislation in relation to the same matter.

18.3 Without limiting the Contractor's obligations under the Contract or at law or in equity (and subject to any relevant foreign government restrictions), the Contractor shall, in connection with or related to the Services, provide, and shall use its reasonable endeavours to ensure that a subcontractor provides, to the Commonwealth within 14 days (or such other period as agreed by the Commonwealth in writing) of a request by the Commonwealth any information or copies of documentation requested by the Commonwealth and held by the Contractor or subcontractor (as the case may be) to enable the Commonwealth to comply with its obligations under the WHS Legislation.

18.4 The Contractor shall not use Asbestos Containing Material in providing the Services and shall not take any Asbestos Containing Material onto Commonwealth premises in connection with providing the Services.

18.5 If a Notifiable Incident occurs in connection with work carried out under the Contract:

- a. on Commonwealth premises;
- b. which involves Commonwealth personnel; or
- c. which involves a Commonwealth specified system of work,

the Contractor shall:

- d. immediately report the incident to the Commonwealth;
- e. promptly provide the Commonwealth with copies of any notices or other documentation provided to, or issued by, the relevant Commonwealth, State or Territory regulator in relation to the Notifiable Incident;
- f. provide the Commonwealth with such other information as may be required by the Commonwealth to facilitate the notification to or investigation by the Commonwealth regulator of the Notifiable Incident in accordance with the WHS Legislation (including the completion of the Department of Defence Form AE527 (as amended or replaced from time to time)); and
- g. provide other reasonable assistance required by the Commonwealth to undertake mandatory incident reporting.

18.6 To the extent not inconsistent with the express requirements of the Contract, the Commonwealth may direct the Contractor to take specified measures that the Commonwealth considers

reasonably necessary to comply with applicable legislation relating to work health and safety, including the WHS Legislation, in relation to the provision of the Services. The Contractor shall comply with the direction unless the Contractor demonstrates to the reasonable satisfaction of the Commonwealth that it is already complying with the WHS Legislation in relation to the matter to which the direction relates or the direction goes beyond what is reasonably necessary to achieve compliance with the WHS Legislation.

18.7 The Contractor shall ensure that the Commonwealth and Commonwealth personnel are able to make full use of the Services for the purposes for which they are intended, and to maintain, support and develop the Services, without the Commonwealth or Commonwealth personnel contravening any applicable legislation relating to work health and safety including the WHS Legislation, any applicable standards relating to work health and safety or any Commonwealth or Defence policy relating to work health and safety.

18.8 From time to time the Commonwealth may advise the Contractor of hazards to health and safety that have been identified at, or in the proximity of, Commonwealth premises where Contractor and/or subcontractor personnel may be working.

18.9 On receipt of advice from the Commonwealth under clause 18.8, the Contractor shall undertake necessary risk assessments, identify control measures and advise Contractor and/or subcontractor personnel of the hazards and risks and relevant control measures.

19. INSURANCE

19.1 The Contractor shall procure and maintain:

- a. workers compensation insurance or registration as required by law;
- b. the insurances specified in the Details Schedule (if any); and
- c. such other insurances and on such terms and conditions as a prudent contractor, providing services similar to the Services, would procure and maintain.

20. SET OFF

20.1 If the Contractor owes any debt to the Commonwealth in connection with the Contract, the Commonwealth may deduct the amount of the debt from payment of the Contract Price.

21. INDEMNITY

21.1 The Contractor indemnifies the Commonwealth, its officers, employees and agents against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense arising out of or in any way in connection with:

- a. a default or any unlawful, wilful or negligent act or omission on the part of the Contractor, its officers, employees, agents or subcontractors; or
- b. any action, claim, dispute, suit or proceeding brought by any third party in respect of any infringement or alleged infringement of that third party's Intellectual Property or moral rights in connection with the Services.

21.2 The Contractor's liability to indemnify the Commonwealth under clause 21.1a is reduced to the extent that any wilful, unlawful, or negligent act or omission of the Commonwealth, its officers, employees or agents contributed to the liability, loss, damage, cost, compensation or expense.

22. PRIVACY

22.1 The Contractor shall:

- a. if it obtains Personal Information in the course of performing the Contract, use or disclose that Personal Information only for the purposes of the Contract subject to any applicable exceptions in the Privacy Act 1988 (Cth);

- b. comply with its obligations under the *Privacy Act 1988* (Cth); and
 - c. as a contracted service provider, not do any act or engage in any practice which, if done or engaged in by the Commonwealth, would be a breach of the Australian Privacy Principles.
- 22.2 The Contractor shall notify the Commonwealth as soon as reasonably practicable if:
 - a. it becomes aware of a breach or possible breach of any of the obligations contained, or referred to, in this clause 22, whether by the Contractor, subcontractor or any other person to whom the Personal Information has been disclosed for the purposes of the Contract; or
 - b. in relation to Personal Information obtained in the course of performing the Contract:
 - (i) it becomes aware that a disclosure of such Personal Information may be required by law; or
 - (ii) it is approached by the Privacy Commissioner.
- 22.3 The Contractor shall ensure that its officers, employees and agents who deal with Personal Information for the purposes of the Contract are aware of, and comply with, this clause 22.
- 22.4 The Contractor shall ensure that any subcontract entered into for the purposes of fulfilling its obligations under the Contract, contains provisions to ensure that the subcontractor complies with clauses 22.1, 22.2a and 22.4.
- 23. **CONFIDENTIALITY**
- 23.1 The Contractor shall not disclose any Commonwealth Confidential Information to any third party without the prior written consent of the Commonwealth. The Contractor will not be in breach of this clause in circumstances where it is required by law to disclose any Commonwealth Confidential Information.
- 24. **CONFLICT OF INTEREST**
- 24.1 The Contractor warrants that, to the best of its knowledge after making diligent enquiries at the Effective Date, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract by itself or by any of its officers, employees, agents or subcontractors.
- 24.2 The Contractor shall notify the Commonwealth in writing promptly if such a conflict of interest arises, or appears likely to arise.
- 24.3 Within seven days after giving notice under clause 24.2, the Contractor shall notify the Commonwealth in writing of the steps it will take to resolve the issue. If the Commonwealth considers those steps are inadequate, it may direct the Contractor to resolve the issue in a manner proposed by the Commonwealth. If the Contractor fails to notify the Commonwealth in accordance with clauses 24.2 or 24.3 or is unable or unwilling to resolve the issue in the required manner, the Commonwealth may terminate the Contract in accordance with clause 16.
- 25. **NOTICES**
- 25.1 Any notice or communication under the Contract will be effective if it is in writing, signed and delivered to the Commonwealth Representative or the Contractor Representative, as the case may be, at the address, email or fax number set out in the Details Schedule.
- 26. **ASSIGNMENT**
- 26.1 The Contractor shall not assign any of its rights under the Contract without the prior written consent of the Commonwealth.

27. SUBCONTRACTING

- 27.1 The Contractor shall not subcontract the whole or part of its obligations under the Contract without the prior written consent of the Commonwealth. Subcontracting the whole or part of the Contractor's obligations under the Contract will not relieve the Contractor from any of its obligations under the Contract. Upon request the Contractor shall make available to the Commonwealth the details of all subcontractors engaged to provide the Services under the Contract. The Contractor acknowledges that the Commonwealth may be required to disclose such information.

28. APPROVALS AND COMPLIANCE

- 28.1 The Contractor shall obtain and maintain in full force any necessary export licences, licences, accreditations, permits, registrations, regulatory approvals or other documented authority (however described) required by law and necessary for the provision of the Services. The Contractor shall comply with and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in the State, Territory or other jurisdictions in which any part of the Contract is to be carried out and all Commonwealth policies relevant or applicable to the Contract.

29. COMMONWEALTH ACCESS

- 29.1 If the value of the Contract (by itself or cumulatively with previous changes to the Contract) is equal to or greater than A\$100,000, the Contractor shall permit the Commonwealth and its nominees timely and sufficient access to its premises, records or accounts relevant to the Contract to conduct audits under the *Auditor-General Act 1997*. The Commonwealth and its nominees may copy any records or accounts relevant to the Contract and retain or use these records and accounts for this purpose.

30. INDIGENOUS PROCUREMENT POLICY – NOT USED

31. WORKPLACE GENDER EQUALITY – NOT USED

32. GOVERNING LAW

- 32.1 The laws of the jurisdiction specified in the Details Schedule apply to the Contract.

33. ENTIRE AGREEMENT

- 33.1 The Contract represents the parties' entire agreement in relation to the subject matter and supersedes all tendered offers and prior representations, communications, agreements, statements and understandings, whether oral or in writing.

34. DEFINITIONS

- 34.1 In the Contract, unless the contrary intention appears, words, abbreviations and acronyms have the meaning given to them in the Details Schedule or this clause 34:

'Asbestos Containing Material' has the meaning given in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth).

'Australian Privacy Principles' has the same meaning as in the *Privacy Act 1988* (Cth).

'Commonwealth Confidential Information' means any information provided by the Commonwealth to the Contractor or which comes into the possession of the Contractor in connection with the Services which the Commonwealth has identified as confidential or the Contractor ought reasonably to know is confidential.

'Commonwealth Items' means any information (including Commonwealth Confidential Information), property or facilities made available by the Commonwealth to the Contractor for the purpose of the Services.

'Contract' has the meaning given in clause 3.

'General Interest Charge Rate' means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* on the day payment is due, expressed as a decimal rate per day.

'GST' means a Commonwealth goods and services tax imposed by the GST Act.

'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

'Intellectual Property' or **'IP'** means all copyright and all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.

'Notifiable Incident' has the meaning given in sections 35 to 37 of the *Work Health and Safety Act 2011* (Cth).

'Personal Information' has the same meaning as in the *Privacy Act 1988* (Cth).

'Privacy Commissioner' has the same meaning as in the *Australian Information Commissioner Act 2010* (Cth)

'Relevant Employer' means an employer who has been a Relevant Employer under the Workplace Gender Equality Procurement Principles for a period of not less than 6 months. The Contractor will continue to be obligated as a Relevant Employer for the period of the Contract until the number of its employees falls below 80.


'WHS Legislation' means:

- a. the *Work Health and Safety Act 2011* (Cth) and the *Work Health and Safety Regulations 2011* (Cth); and
- b. any corresponding WHS law as defined in section 4 of the *Work Health and Safety Act 2011* (Cth).

SIGNED AS AN AGREEMENT

SIGNED for and on behalf of

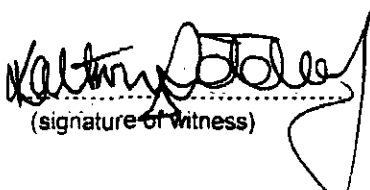
THE COMMONWEALTH OF AUSTRALIA:


(signature)

M. Bozary
(print name and position)

9 March 2018
(date)

In the presence of:

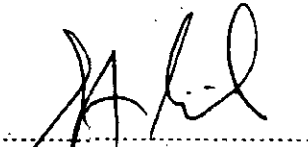

(signature of witness)

K. Ridderhof
(print name of witness)

9 March 2018
(date)

SIGNED for and on behalf of

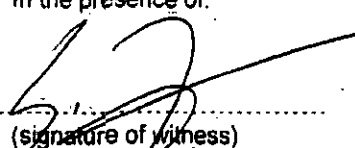
THE CONTRACTOR:


(signature)

Stuart Siciliano
Partner
(print name and position)

3/9/18
(date)

In the presence of:


(signature of witness)

STUART WARREN, Partner
(print name of witness)

3-9-18
(date)

ATTACHMENT A: STATEMENT OF WORK

1. SCOPE OF TASK

- 1.1 This Statement of Work describes the requirements for the provision of media monitoring services.

2. BACKGROUND:

- 2.1 The Embassy advances Australia's foreign policy, security, international development, trade, investment and business interests in the United States and fosters a strong partnership between the governments and people of Australia and the United States. In order to effectively advocate on behalf of the Australian Government, Embassy staff need to be informed in a timely manner of media reporting of a number of key issues, including, but not limited to:

- Free trade – including proposed steel and aluminum tariffs
- United States Government shutdowns
- Immigration issues
- Changes to the American tax system
- Infrastructure
- Global security issues, particularly related to China and North Korea
- Defense industry
- Explicit commentary on Australia by the administration, other government officials or significant commentators

3. REQUIREMENTS:

- 3.1 To support the Embassy's work in the United States, the Embassy requires media monitoring services. The Contractor shall provide real time media monitoring services, including:

- The provision of an early morning media summary
- The provision of an end of day media summary
- Real time alerts on significant/breaking news

- 3.2 Media monitoring will cover the key issues outlined in 2.1 as well as any other emerging issues as communicated by the Embassy to the Contractor throughout the period of the contract.

4. TASKING

- 4.1 The Contractor shall complete the following Milestones, in accordance with the requirements of clause 3 above:
- 4.2 **Milestone 1:** Provision of media monitoring services for the period 12 March 2018 to 11 April 2018. This includes the provision of an early morning media summary, an end of day media summary and real time alerts on significant/breaking news.
- 4.3 **Milestone 2:** Provision of media monitoring services for the period 12 April 2018 to 11 May 2018. This includes the provision of an early morning media summary, an end of day media summary and real time alerts on significant/breaking news.
- 4.4 **Milestone 3:** Provision of media monitoring services for the period 12 May 2018 to 11 June 2018. This includes the provision of an early morning media summary, an end of day media summary and real time alerts on significant/breaking news.
- 4.5 If the Contractor is unable to meet the tasking schedule or deliverables, the Supplier shall propose an alternative strategy, ahead of time, to achieve the outcomes of the Contract.

5. TIMELINE FOR DELIVERABLES

- 5.1 During the Term of the Contract, the Contractor must provide the services with the following Contract deliverables as set out in Table 1 (Milestones) below.

Table 1: Milestones

Milestone number	Milestone Description	Verifiable Indicator	Due Date	Payment
1	Provision of media monitoring services	Provision of media summaries and real time alerts as per the requirements outlined in 3.1	11/04/2018	\$5,000
2	Provision of media monitoring services	Provision of media summaries and real time alerts as per the requirements outlined in 3.1	11/05/2018	\$5,000
3	Provision of media monitoring services	Provision of media summaries and real time alerts as per the requirements outlined in 3.1	11/06/2018	\$5,000

ATTACHMENT B: CERTIFICATE OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McManamon Insurance 1991 Crocker Road, Suite 320 Westlake OH 44145 INSURED Hamilton Place Strategies LLC 805 15th St NW Washington DC 20005		CONTACT NAME: Mary Beth Cummins PHONE (A/C No. Ext): (440) 892-8308 FAX (A/C No.): (440) 892-8267 E-MAIL ADDRESS: marybethcummins@mcmanamonins.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company RATE: 11000 INSURER B: Rated by Multiple Companies RATE: 00914 INSURER C: Ironshore Specialty INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER-CL178205492

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION	TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIED PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		45582AT05494	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED EQUIPMENT (PER OCCURRENCE) \$ 1,000,000 MED EXP (ADV ONE PERSON) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOD AGG \$ 2,000,000 NON-OWNED \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRE/AUTO		45582AT05494	9/1/2017	9/1/2018	COMBINED SINGLE LIMIT (PER OCCURRENCE) \$ BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER OCCURRENCE) \$ PROPERTY DAMAGE (PER OCCURRENCE) \$ NON-OWNED \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ 0 <input type="checkbox"/> CLAIM-MADE <input type="checkbox"/> OCCUR		45582AT05494	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PER ACCIDENT \$ PER EMPLOYEE \$ PER POLICY \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED (Necessary in NY) FIVE PERSONS FOR EACH OCCURRENCE OF OPERATING BODILY	N/A	45582AT05494	10/1/2016	10/1/2017	PER ACCIDENT \$ 1,000,000 PER EMPLOYEE \$ 1,000,000 PER POLICY \$ 1,000,000
C	Errors & Omissions		002148702	9/23/2016	9/23/2017	LIMIT OF LIABILITY \$2,000,000 Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Embassy of Australia 1601 Massachusetts Ave NW Washington, DC 20036	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Thomas McManamon/MBC
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ACORD 25 (2014/01)
INS025 (2014/01)

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